



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Approve ITT Hartford Life Insurance Company as a Deferred Compensation Provider

MEETING DATE: May 17, 1995

PREPARED BY: Assistant City Manager

RECOMMENDED ACTION: The City Council approve the enclosed Administrative Services Agreement and Deferred Compensation Plan with ITT Hartford Life Insurance Company to provide deferred compensation services to City of Lodi employees.

BACKGROUND INFORMATION: The City of Lodi presently offers two providers for deferred compensation services - Great Western and ICMA. Each of these options has some decided advantages, depending upon the needs of the individual. Great Western offers a saving plan that is insured by the federal government up to \$100,000 per individual. ICMA offers a more diversified portfolio of investment options and greater portability. Neither of the two providers offers an annuity plan upon retirement which guarantees that the retiree will not outlive the funds available.

ITT Hartford has made at least two presentations to the City's Deferred Compensation Committee relative to the investment opportunities offered and the services provided. The Deferred Compensation Committee recommends the City Council approve ITT Hartford Life Insurance Company as a third provider for deferred compensation. The Committee does this for three reasons, as follows:

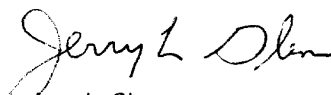
1. ITT Hartford's educational services are extensive, which will provide City employees with additional data to assist them when planning for retirement
2. ITT Hartford offers a series of annuity plans for retirees
3. City employees who wish to transfer to ITT Hartford will receive a three percent bonus

ITT Hartford provides deferred compensation services to a number of municipalities and governmental agencies in California. One of their local clients is County of San Joaquin who reports it is well satisfied with its arrangements with ITT Hartford.

The City Council is requested to authorize the City Manager to execute the attached Administrative Services Agreement (Exhibit A) and to adopt the Deferred Compensation Plan (Exhibit B) provided by ITT Hartford.

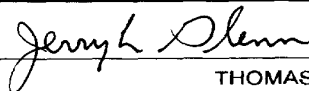
FUNDING: None required.

Respectfully submitted,


Jerry L. Glenn
Assistant City Manager

JLG:br

APPROVED: _____



THOMAS A. PETERSON
City Manager

ADMINISTRATIVE SERVICES AGREEMENT



ITT HARTFORD

Introduction

Hartford Life Insurance Company ("ITT Hartford") is a stock life insurance company organized under the laws of the State of Connecticut. It is a member of ITT Hartford Insurance Group.

ITT Hartford staff responsible for Deferred Compensation Plan Administration has the expertise necessary to support the requirements of your Plan. This expertise, developed over the years, spans the highly technical areas of tax withholding and reporting, data processing and general Variable and Fixed annuity administration.

The Company actively entered the Deferred Compensation market and began specializing in State and Municipal Deferred Compensation Plans in 1973. Since that time, it has grown to become an industry leader in new premium writings and is a consistent innovator in the development of new contract provisions and simplified administrative capabilities to benefit Deferred Compensation Plan Employers as well as Participants.

Deferred Compensation Plan Administration

ITT Hartford will allocate deferrals to Participant Individual Accounts in accordance with the instructions provided by the Contract Owner and pursuant to the Deferred Compensation Plan. In addition, ITT Hartford will agree to assume certain responsibilities and provide services which would otherwise be the obligation of the Employer.

This proposal provides a general description of such services which include the following:

1. A convenient method is available for the electronic transmission of data between the Employer and ITT Hartford. Tape to tape system processing of payment deductions is another option that is available.
2. ITT Hartford will provide appropriate reports for both the Employer and the Participant.
3. Disbursement of all benefits, including retirement payments and withdrawals, will be made directly to the Participant.
4. All Federal and State taxes will be withheld as required and forwarded directly to the applicable taxing authority.
5. A report of such taxes will be provided to the Employer and Participants.
6. ITT Hartford will prepare the appropriate tax reporting forms and mail them directly to the Participants, with copies to the Employer and the applicable taxing authorities one month after the close of the calendar year.

Implementation

1. Execute an Administrative Services Agreement

The purpose of the Administrative Services Agreement is to define those services which ITT Hartford will assume on behalf of the Employer.

2. Establish Lines of Communication

Designate an individual by the Employer to act in its behalf and to serve as coordinator with ITT Hartford.

3. Develop Procedures to Implement Provisions of Agreement

Establish the appropriate percentage for State and Local Withholding taxes as applicable to Annuity Benefit Payment and Withdrawals.

Develop reporting requirements.

Service

ITT Hartford recognizes the need and desirability to service the Deferred Compensation Plan on a special attention basis. To that end, an Account Services Unit at ITT Hartford is responsible for working directly with you to provide services on a priority basis.

The Account Services Unit is located in ITT Hartford's Home Office at (203) 843-8270, or 1-(800) 528-9009, Option 2.

Address correspondence to:

ITT Hartford Life Insurance Company
P.O. Box 2999
Hartford, Connecticut 06104-2999

Attention: Director
Account Services Department
Asset Management Services/RPVA.

Tax Withholding Services

1. Tax Withholding Transactions

Such transactions include payment of Contract Values resulting from termination of employment prior to retirement, hardship withdrawals, and retirement benefits (lump sum or annuity payments).

(C)

Tax Withholding Services (continued)

2. Amount Withheld

A percentage of the proceeds, as specified by the Employee's filing status, will be withheld for Federal and State Taxes, if any. Appropriate percentages will be withheld for Annuity Benefit Payments and Withdrawals.

3. Transmittal of Taxes Withheld

A detailed report, along with a check representing the amount of taxes withheld for the prior month, will be forwarded directly to the applicable taxing authority, with a copy to the Employer within the time frame prescribed by law.

4. Taxpayer Reporting

A record of the amounts withheld for taxes will be provided to the recipient at the time an annuity benefit or withdrawal payment is sent.

One month after year end, the appropriate tax reporting form(s) will be prepared by ITT Hartford and mailed directly to the Participants. Appropriate copies of the forms with the ledger records will be mailed to the Employer and the applicable taxing authorities.

Additional Reports

1. Confirmations

A. Individual Confirmations

Exchange confirmations are produced for each Participant's request to transfer accumulated contributions between funds. All financial data relating to the transaction is displayed on the form. Exchange confirmations are mailed directly to the Participant.

Address changes, name changes and allocation changes produce confirmations which are mailed directly to the individual Participant.

B. Group Confirmations

Quarterly confirmations are mailed to the Contract Owner, five business days after the end of each quarter. The Quarterly Confirmation Report includes all contribution and participant activity generated during the quarter plus quarter end account values. A Group Summary Report appears at the end of the Quarterly Confirmation Report, which summarizes the financial activity for the quarter.

2. Statement of Account (Quarterly)

This is the status of the account as of the end of the reporting period. Under the terms of the Administrative Services Agreement, this report can be mailed directly to the Participant or as directed by the Employer.

Administrative Services Agreement

1.0 The Agreement

- 1.1 This Administrative Services Agreement (ASA) is made and entered into by and between City of Lodi and Hartford Life Insurance Company, a Connecticut corporation and its affiliates (referred to herein as "ITT Hartford"). This ASA is separate and distinct from the Annuity Contract entered into between the same parties described in Subsection 2.1.3.
- 1.2 The intent of this ASA is to facilitate the administration of the City of Lodi Deferred Compensation Plan as it pertains to accounting for deferrals, the disbursement of funds, and withholding of taxes and the proper reporting to participants, annuitants, and governmental agencies.
- 1.3 The services rendered by ITT Hartford pursuant to this ASA shall be performed at no additional cost to the Contract Owner.

2.0 Definitions

- 2.1 Unless this ASA expressly provides otherwise, the following definitions shall apply herein.
- 2.1.1 "Contract Owner" means City of Lodi.
- 2.1.2 "Plan" means the Contract Owner's Deferred Compensation Plan.
- 2.1.3 "Participant" means an employee of the Contract Owner electing to participate in the Deferred Compensation Plan and former employees for whom an account under The Plan and Annuity Contract is maintained.
- 2.1.4 "Annuity Contract" means the Group Annuity Contract(s) between the Contract Owner and ITT Hartford. This Annuity Contract is separate and distinct from the ASA described in Subsection 1.1.

3.0 Term

- 3.1 This Agreement shall be effective immediately upon execution by both parties and shall remain in force until terminated by either party as provided herein.

Administrative Services Agreement (continued)

4.0 Relationship of the Parties

- 4.1 ITT Hartford shall perform its obligations hereunder as agent for the Contract Owner and only in accordance with instructions received from those persons authorized to act on behalf of the Contract Owner as specified to ITT Hartford in writing.
- 4.2 The Contract Owner shall not supervise or direct ITT Hartford other than as expressly provided in this agreement.

5.0 Services to be Performed

- 5.1 The Contract Owner shall notify ITT Hartford in writing of the Participants entitled to receive disbursements under the terms of the Plan.
- 5.2 ITT Hartford shall issue the disbursements to the Participants in accordance with the provisions of the Annuity Contract and the Plan.
- 5.3 Disbursements shall be made from the account maintained under the Annuity Contract in accordance with the terms of the Annuity Contract and the Plan to the extent funds are available.
- 5.4 ITT Hartford shall compute and deduct from the disbursements all appropriate Federal and State income taxes required by law to be withheld from Plan distributions by the Contract Owner in accordance with Federal and State law, ordinance or regulation governing tax withholding reporting. A detailed report regarding such withheld taxes will be forwarded by ITT Hartford to the applicable taxing authority, with a copy to the Contract Owner, within the time frame prescribed by law.
- 5.5 ITT Hartford shall furnish annually to all Participants receiving benefits under the Annuity Contract and the Plan the tax reporting form(s) required by the applicable taxing authority within the time frame prescribed by law.
- 5.6 Utilizing ITT Hartford's tax identification number, withheld taxes will be remitted to the appropriate Federal and State taxing authority.

6.0 Financial Management System

- 6.1 ITT Hartford shall establish and maintain a financial management system for the purposes of this agreement in accordance with generally accepted accounting practices and procedures including, for each disbursement:
 - 6.1.1 A record of all notifications from the Contract Owner concerning Participants who are to receive disbursements per Article 5.0 of this ASA.

Administrative Services Agreement (continued)

- 6.1.2 Statements of gross disbursements under Article 5.0 of this ASA.
- 6.1.3 Statements of all Federal and State income taxes withheld under Article 5.0 of this ASA.
- 6.1.4 Records of all income taxation reports filled with the Federal and State governments on behalf of the Contract Owner.

7.0 Financial Reporting and Audits

7.1 ITT Hartford shall furnish directly to the Participant:

- 7.1.1 A statement of gross disbursement made under Article 5.0 of this ASA, including the amount of Federal and State taxes withheld and the net amount paid with each disbursement to a Participant.
- 7.1.2 A confirmation of Fund Exchanges, Allocation Changes, Name and Address Changes.

7.2 ITT Hartford shall furnish to the Contract Owner:

- 7.2.1 A report containing a statement of each and every disbursement made under Article 5.0 of this ASA which includes the amount of Federal and State taxes withheld pursuant to Subsection 5.4.
- 7.2.2 A Quarterly Confirmation Report including all contribution and Participant activity generated during the quarter plus quarter end account values.
- 7.2.3 A quarterly Group Total Page summarizing the financial activity for the quarter.

8.0 Records Management

- 8.1 Except as otherwise provided herein, ITT Hartford shall retain all financial records and supporting documents, correspondence and other written materials pertaining to the Annuity Contract, Plan and any Federal and State income tax withholding for three years following the date of termination of this ASA. ITT Hartford may retain such records and documents on microfilm, microfiche, optical storage, or any other process which accurately reproduces or forms a curable medium for reproducing the original. Contract owner has the right to make duplicate copies at Contract owner's expense.
- 8.2 If an audit by, or on behalf of, the Contract Owner has begun but has not been completed at the end of the three-year period, or if audit findings have not been resolved at the end of the three-year period, ITT Hartford shall retain the records described in Subsection 8.1 until audit findings are resolved.

Administrative Services Agreement (continued)

- 8.3 If, for any reason, ITT Hartford ceases operations prior to the expiration of the records retention period required by this section, all records described in Subsection 8.1 shall, upon request of the Contract Owner, be made available to the Contract Owner.
- 8.4 If ITT Hartford fails to reasonably protect records from fire, theft, damage, deterioration or any other type of loss during the required period of retention, the Contract Owner has the right to make duplicate copies of all records in danger of being lost, destroyed or damaged.
- 8.5 Upon reasonable written request and during normal business hours, ITT Hartford shall allow the Contract Owner full and complete access to all records required to be retained by ITT Hartford.
- 8.6 The Contract Owner shall have the right upon reasonable notice in writing, exercised directly or through its independent auditors, to examine and audit ITT Hartford's records to determine ITT Hartford's compliance with the terms and conditions herein.

9.0 Termination

- 9.1 This agreement may be terminated without any further liability of either party for any obligation maturing subsequent to the date of such termination, upon 60 days written notice to the other party.
- 9.2 Within 90 days of termination of this agreement, ITT Hartford shall deliver to the Contract Owner any reports required by this Agreement, which have not already been provided.
- 9.3 Termination of the Annuity Contract will not affect any obligation of ITT Hartford under Section 5.0 of this ASA to Participants who have become entitled to payments under the Annuity and the Plan prior to the termination of the Annuity Contract.

10.0 Nondiscrimination

- 10.1 ITT Hartford agrees to comply with nondiscrimination and affirmative action requirements applicable to ITT Hartford due to its status as a contractor under this agreement.

11.0 Nonwaiver

- 11.1 The failure of the Contract Owner or ITT Hartford at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this agreement or any part hereof, or the right of the Contract Owner of ITT Hartford thereafter to enforce each and every provision thereof.

Administrative Services Agreement (continued)

12.0 Assignments

- 12.1** Any attempted assignment of this agreement, or any part of it, without the written consent of the other party shall be void. However, ITT Hartford may assign its rights and obligations under this ASA to an affiliate or subsidiary company without the written consent of Contract Owner.

13.0 Amendment

- 13.1** The parties may amend this agreement only by written agreement and approval by the President, Vice President or an Assistant Vice President of Hartford Life Insurance Company and an authorized person for the Contract Owner.

14.0 Notices

- 14.1** Any notices provided for herein shall be in writing and shall be deemed to have been given when received by:

14.1.1 United States mail addressed as follows:

Contract Owner: City of Lodi
221 West Pine Street
Lodi, CA 95240

Agent: Assistant Vice President
Asset Management Services
ITT Hartford Life Insurance Company
P.O. Box 2999
Hartford, CT 06104-2999

14.1.2 Personal delivery addressed as follows:

Assistant Vice President
Asset Management Services
ITT Hartford Life Insurance Company
200 Hopmeadow Street
Weatogue, CT 06089

- 14.1.3** To such other persons at such other addresses which the Contract Owner or Agent may, from time to time, designate in writing.

Administrative Services Agreement (continued)

15.0 Indemnification

15.1 The Contract Owner agrees to indemnify and hold harmless ITT Hartford from any and all losses, damages or liability that ITT Hartford may incur as the result of any negligent action on the part of the Contract Owner, its agents or employees, including, but not limited to, losses resulting from incorrect or untimely information given to ITT Hartford by the Contract Owner.

15.2 ITT Hartford agrees to indemnify and hold harmless the Contract Owner for any loss arising from ITT Hartford's failure to perform its duties and service pursuant to this Agreement.

16.0 Jurisdiction: Choice of Law

16.1 The Law of the State of California shall govern the rights and obligations of the parties under this agreement.

17.0 Integration

17.1 This instrument and any written appendices and amendments hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein and this agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto with respect to this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed.

By: _____ Date: _____

ITT HARTFORD LIFE INSURANCE COMPANY

By: _____ Date: _____
Barbara D. Coppen, Assistant Vice President
ASSET MANAGEMENT SERVICES

**Master Application for
Individually Allocated Group
Variable Annuity Contract**



Hartford Life Insurance Company
Hartford Plaza
Hartford, Connecticut 06115

Application is hereby made for an Individually Allocated Group Variable Annuity Contract:

1. Applicant-Contract Owner:

City of Lodi
221 West Pine Street
Street or P.O. Box
Lodi CA 95240
City State Zip Code

2. Nature of Applicant's Business: Municipality

3. Requested Effective Date of Master Contract: June 1, 1995

4. Special Requests: Section 23

It is understood that all payments and values provided by the Contract are the exclusive property of the Applicant-Contract Owner and when based on the investment experience of a Separate Account, are variable and not guaranteed as to fixed dollar amount.

Dated at Lodi, CA this _____ day of _____, 19____

For City of Lodi
(Contract Owner)

Registered Representative (Licensed Agent)

By _____
(Title)

Deferred Compensation Plan

AMS/Twentieth Century Investment Options
AMS/Twentieth Century Select Investors Fund Account
AMS/Twentieth Century Ultra Investors Fund Account
AMS/Twentieth Century Balanced Investors Fund Account



ITT HARTFORD

AMS/Fidelity Advisor Investment Options
AMS/Fidelity Advisor Income & Growth Fund Account
AMS/Fidelity Advisor Growth Opportunities Fund Account
AMS/Fidelity Advisor Strategic Opportunities Fund Account
AMS/Fidelity Advisor Overseas Fund Account

The above-referenced investment options are being made available to your Deferred Compensation Plan under an exemption granted to Hartford Life Company by the United States Securities and Exchange Commission ("SEC"). In granting that exemption, the SEC requires that we receive the following representations from you in writing:

1. no plan assets represent monies contributed under an annuity contract established under Section 403(b) of the Internal Revenue Code;
2. the plan is for the exclusive benefit of employees or their beneficiaries;
3. the purpose of the plan is to distribute all assets accumulated under the plan to your employees or their beneficiaries;
4. no plan assets shall be used other than for the exclusive benefit of your employees or their beneficiaries prior to the satisfaction of all plan liabilities to the employees and their beneficiaries, except that plan assets will remain subject to the claims of general creditors to the extent necessary to preserve qualification of the plan under Section 457 of the Internal Revenue Code; and
5. no employee contributions to the plan will be invested in securities of the employer or its controlled or commonly controlled entities.

Please acknowledge the above representations by signing the enclosed acknowledgment and return by mail to The Hartford Life Insurance Company in the envelope provided for your convenience.

ACKNOWLEDGMENT

I HAVE READ AND AGREE WITH THE PRESENTATIONS CONTAINED IN THE FOREGOING LETTER.

Signature

Date

Printed Name

On Behalf Of:

City of Lodi
Name of Employer/Contract Holder

457 DCP Contract Number

221 West Pine Street
Street Number and Name/PO Box

Lodi, CA 95240
City, State, Zip Code

CITY OF LODI

DEFERRED COMPENSATION PLAN

COPYRIGHT

1992

HARTFORD LIFE INSURANCE COMPANY

ALL RIGHTS RESERVED

(i)

CONTENTS

Section 1 General

1.1 Name of the Plan.....	1
1.2 Purpose of the Plan.....	1

Section 2 Definitions

2.1 Administrator.....	2
2.2 Allowable Life Expectancy.....	2
2.3 Annuity.....	3
2.4 Beneficiary.....	3
2.5 Code.....	3
2.6 Committee.....	3
2.7 Compensation.....	3
2.8 Contract.....	3
2.9 Deferred Compensation.....	4
2.10 Deferred Retirement Date.....	4
2.11 Eligible Deferred Compensation Plan.....	4
2.12 Employer.....	4
2.13 Employee.....	4
2.14 Includible Compensation.....	4
2.15 Investment Provider.....	4
2.16 Normal Retirement Date.....	5
2.17 Participant.....	5
2.18 Participation Agreement.....	5
2.19 Participation Account.....	6
2.20 Plan Year.....	6
2.21 Termination of Employment.....	6
2.22 Unforeseeable Emergency.....	6

Deferred Compensation Plan

CONTENTS (CONTINUED)

Section 3	Operation of the Plan.....	6-14
Section 4	Investment Responsibilities.....	14-16
Section 5	Distributions.....	17-26
Section 6	Beneficiary.....	26-27
Section 7	Non-Assignability.....	27
Section 8	Plan Transfers.....	28-30
Section 9	Administration and Recordkeeping.....	30-33
Section 10	Amendments.....	33-34
Section 11	Employer Asset.....	35
Section 12	Miscellaneous.....	36-37
	Signature Page.....	38
	Definition of Eligibility to Participate in Plan.....	Attachment A

SECTION 1

1.1 The "Name" of this Plan is the City of Lodi
Deferred Compensation Plan, referred to throughout this Plan
Document as the "Plan". It has been adopted pursuant to

and is effective as of _____.

1.2 The primary "Purpose" of this Plan is to permit eligible Employees (as defined in Attachment A) with the City of Lodi to enter into an agreement which will provide for deferral of payment of a portion of their current compensation until retirement, separation of service, death, approved unforeseeable emergency or other event, in accordance with the provisions of Section 457 of the Internal Revenue Code of 1986, with other applicable provisions of such Code, and with applicable sections of the General Statutes of the State of California.

- 1.3 The Employer does not and cannot represent or guarantee that any particular Federal or State income, payroll or other tax consequence will occur by reason of participation in this Plan. A Participant should consult with his or her own attorney or other representatives regarding all tax or other consequences of participation in this Plan.

SECTION 2

Definitions

For purpose of this Plan, the following words and phrases shall have the meaning set forth below:

- 2.1 "Administrator" means the Employer (not the Investment Provider(s)) or its duly authorized designee.
- 2.2 "Allowable Life Expectancy" means the Participant's applicable single life expectancy; the joint (spousal) life expectancy; the spousal life expectancy (Beneficiary) as set forth in the life annuity actuarial tables (Code Section 72 and Regulations thereunder).

- 2.3 "Annuity" means a series of Investment Contract payments, at equal intervals, that provide income for life or for a designated period.
- 2.4 "Beneficiary" means any person designated by the Participant to receive a benefit under the provisions of this Plan, by reason of the Participant's death.
- 2.5 "Code" means the Internal Revenue Code of 1986, as amended.
- 2.6 "Committee", also known as the Deferred Compensation Committee, shall mean the persons appointed by the Employer, designated by ordinance, statute, etc. to administer and govern the operation of the Plan.
- 2.7 "Compensation" means the total of all wages or salaries which are paid by the Employer to, or for the benefit of, an Employee for services rendered, calculated without deduction for any portion thereof deferred under the provisions of this Plan or for any amounts contributed to any program established pursuant to Code Sections 403(b), 401(k), 408(k)(6) or 501(c)(18).
- 2.8 "Contract" as referred to in this Plan means a Fixed and/or Variable Contract issued by The Hartford Life Insurance Company.

- 2.9 "Deferred Compensation" means that portion of an Employee's Compensation which said Employee has elected to defer in accordance with the provisions of this Plan.
- 2.10 "Deferred Retirement Date" means the date beyond the Normal Retirement Date specified in Section 2 (2.16) which is designated by the Participant. Such date shall not exceed April 1 of the year following the attainment of age 70 1/2.
- 2.11 "Eligible Deferred Compensation Plan" has the meaning given it by the Internal Revenue Code Section 457 and the regulations thereunder.
- 2.12 "Employer" means the City of Lodi.
- 2.13 "Employee" means any individual defined as eligible by standards set forth by the Employer. A copy of such standards is attached as Attachment A and incorporated as if fully set forth.
- 2.14 "Includible Compensation" means Compensation from the Employer that is currently includible in gross income for Federal income tax purposes.
- 2.15 "Investment Provider" means Employer or its duly authorized designee for the purpose of providing investment alternatives.

2.16 "Normal Retirement Date" means the last day of the month in which a Participant retires pursuant to the Employer's Retirement Plan. (Such age may be no later than age 70 1/2 and no earlier than the earliest age at which a Participant has the right to retire under the Employer's basic pension plan, without consent of the Employer, and to receive immediate retirement benefits without actuarial or similar reduction.)

Normal Retirement Date for "Catch-up" purposes means any date selected by a Participant, as his/her retirement date, only for the purpose of utilizing the "Catch-up" provision in this Plan, provided that such date is no earlier than the earliest age at which the Participant has the right to retire without actuarial reduction to the retirement benefit amount under the Employer's pension plan. Selection of such date as part of this "Catch-up" provision does not impose an obligation to retire at the end of the "Catch-up" contribution period chosen.

2.17 "Participant" means any individual who performs services for the Employer either as an Employee as defined in Section 2 (2.13) and who elects to participate in this Plan, or who has unpaid benefits due under the Plan, as well as any Separated Employee or Beneficiary who has unpaid benefits due under the Plan.

2.18 "Participation Agreement" means an agreement filed by an Employee to elect initial participation or modify current participation in the Plan.

- 2.19 "Participation Account" means the book account to which there is credited the Participant's Deferred Compensation, together with any interest, dividends, gains, losses, or the like thereon.
- 2.20 "Plan Year" means the calendar year during which the Plan becomes effective, and each succeeding calendar year during the existence of this Plan.
- 2.21 "Termination of Employment" means in the case of an Employee, separation from service within the meaning of IRC Section 402(e)(4)(A)(iii) or on account of the Participant's death or retirement, or in the case of an independent contractor, the expiration of the contract (or in the case of more than one contract, all contracts) under which services are performed for the Employer.
- 2.22 "Unforeseeable Emergency" means severe financial hardship to the Participant or of a dependent of the Participant (as defined in Internal Revenue Code Section 152(a)).

SECTION 3

Operation of the Plan

- 3.1 Participation. Any Employee may elect to become a Participant in the Plan and to defer payment of part of his/her Compensation not yet earned by executing a written Participation Agreement and filing it with the Employer.

3.2 Deferred Compensation means that portion of an Employee's Compensation which said Employee has elected to defer in accordance with the provisions of this Plan, subject to the following limitations:

(a) The maximum amount that may be deferred under the Plan for the taxable year of a Participant shall not exceed the lesser of:

(1) \$7,500, or

(2) 33 1/3 percent of the Participant's Includible Compensation (typically 25 percent of the Participant's Compensation).

(b) Provided, however, that for one or more of a Participant's last three taxable years ending prior to a Participant's Normal Retirement Date (as defined in Section 2 (2.16)), the maximum amount that may be deferred under the Plan shall be the lesser of:

(1) \$15,000, or

(2) the combined sum of:

(i) the maximum deferral amount as calculated in

(a) above for the current taxable year; and

(ii) the maximum deferral amount permitted in (a) above for any prior taxable year(s) which began after December 31, 1978 and in which the Participant was eligible to participate in this Plan, less the amount of Compensation actually deferred under this Plan for any such prior taxable year or years.

(iii) A Participant may only utilize Subsection (b) above once, whether under this Plan or any other Eligible Deferred Compensation Plan.

(c) For any individuals who are Participants in more than one Plan, the maximum amount of Compensation deferred for all Plans during any taxable year shall not exceed \$7,500 (as modified by the adjustment provided under Subsection (b) of this definition).

(d) For any individuals who are Participants in a Code Section 403(b) Plan, the amounts excluded in any taxable year under such Plans shall be treated as amounts deferred for purposes of Subsections (a), (b), and (c) of these definitions for any year of service and shall be treated as amounts excluded under Code Section 403(b)(2)(A)(ii). Further, for taxable years beginning on or after January 1, 1989, said \$7,500 and \$15,000 limits shall be reduced by amounts deferred under any qualified cash or deferred arrangement (Code Sections 401(k), Simplified Employer Plans; 408(k)(6); or 501(c)(18) Plans).

3.3 Participation Agreement. The Administrator shall establish a form of Participation Agreement which shall contain provisions whereby the Participant specifies:

- (a) that portion of his/her Compensation which is to be deferred.
- (b) his/her investment preference, subject to the approval of the Employer.
- (c) a designation of a Beneficiary(ies), including one or more contingent Beneficiaries, to receive any benefits which may be payable under this Plan on the death of the Participant.

- (d) a provision whereby the Participant shall acknowledge that his/her salary, wage or other compensation is as set forth in any salary ordinance or otherwise without deductions for amounts deferred under the provisions of this Plan.
- (e) that the Participant together with his/her heirs, successors, and assigns, holds harmless the Employer from any liability hereunder for all acts performed in good faith, including acts relating to the investment of deferred amounts and/or the Employee's investment preference hereunder.
- (f) as prescribed by the Code, the Employer shall at all times be the legal and beneficial owner of all Plan assets during both the accumulation and payout periods until actually distributed to the Participant or Beneficiary. The obligation of the Employer to make payments pursuant to the Plan is contractual only and no Participant shall have a preferred claim or lien on the Plan assets, but shall have only the right to receive the benefits payable under the Plan.

It is a condition of this Plan, that each Participant by participating expressly agrees to look solely to the general assets of the Employer for the payment of any Plan benefit to which the Participant is entitled.

3.4 Agreement Effective Date. Any person who becomes an Employee after this Plan is first made available shall have the option to effect an initial election to participate in the Plan. Such election shall only be effective for pay periods commencing in the month subsequent to the month in which an Employee makes the election to participate in the Plan.

Any Employee who does not file an initial election, shall have the right to elect participation during future enrollment periods for the Plan. Such election shall only be effective for pay periods commencing in the month subsequent to the month in which the Employee makes the election to participate in the Plan.

3.5 Amendment of Participation Agreement. The Participant may change the amount of Compensation to be deferred, his/her investment preference, or reverse his/her election to participate by signing and filing with the Employer a written amendment or revocation. Any such revocation or amendment shall be effective prospectively only.

3.6 Regular Contributions. Regular Contributions are the amount of compensation which may be deferred by a Participant other than during the "Catch-up" period, Section 3 (3.7), subject to the following limitations:

- (a) Calendar Year Maximum. The maximum amount a Participant may defer during a calendar year shall not exceed the lesser of \$7,500, or 25% of the Participant's gross taxable Compensation from the Employer.
- (b) Pay Period Maximum. The maximum amount a Participant may defer during a pay period, when combined with previous deferrals during the calendar year, shall not exceed the lesser of \$7,500, or 25% of the Participant's year-to-date gross taxable Compensation from the Employer.
- (c) Pay Period Minimum. The minimum amount a Participant may defer is \$ 10.00 per _____ pay period.

3.7 "Catch-up" Contributions. A Participant may defer an additional amount in excess of the regular contribution under this "Catch-up" provision, for one or more of the last three complete calendar years ending before attaining the Participant's Normal Retirement Date as defined in Section 2 (2.16). The use of "Catch-up" is subject to the restriction identified in Section 3 (3.2 (b)).

(a) The maximum amount a Participant may defer each calendar "Catch-up" year shall not exceed:

\$15,000 minus the regular contribution, or any Employer provided Compensation eligible for deferral that was not previously deferred beginning with 1979, or the date of the first Plan year after 1979; or the Employee's first year of hire if later.

(b) To use "Catch-up", a Participant must declare a retirement age, which must be any age at or after which the Participant qualifies for normal retirement eligibility, but not later than age 70 1/2. This declaration does not compel retirement.

(c) The "Catch-up" provision may not be used during any calendar year that the Participant ceases to be an Employee.

(d) The "Catch-up" provision may be used only once by a Participant, whether under this Plan or any other Eligible Deferred Compensation Plan.

(e) Participants may continue to make regular Contributions after they are no longer eligible to use "Catch-up".

3.8 Employer Contributions. Nothing in this Plan prohibits the Employer from making deposits to a Participant's Participation Account as additional Compensation for services rendered. Such Employer Contributions become part of the Participant's maximum contribution limits.

SECTION 4

Investment Responsibilities

The Employer shall defer payment of Participant Compensation in the amount specified in each Participation Agreement filed with the Employer.

4.1 Investment of the Deferred Amount. The deferred amount shall be held as if such amounts were invested in the Contract described herein which provides for Fixed (savings-type) Contributions at guaranteed rates of interest, Variable Contributions to a "Bond/Debt Securities Fund Account", "Stock Fund Account", "Money Market Fund Account", "Government Money Market Fund Account", "Advisers Fund Account", "Aggressive Growth Fund Account", "GNMA/Mortgage Securities Fund Account", "Index Fund Account", "Socially Responsive Fund Account", "International Opportunities Fund Account", "AMS/Twentieth Century Select Fund Account", "AMS/Twentieth Century Ultra Fund Account", "AMS/Twentieth Century Balanced Fund Account", "AMS/Fidelity Advisor Growth Opportunities Fund Account", "AMS/Fidelity Advisor Income and Growth Opportunities Fund Account", "AMS/Fidelity Advisor Strategic Opportunities Fund Account", "AMS/Fidelity Advisor Overseas Fund Account", or other accounts as they become available.

4.2 Employer's Investment Rights. The Employer may, but is not required to, invest amounts equal to the Deferred Compensation credited to a Participation Account in accordance with his/her investment requests. However, the Employer shall be under no obligation to invest the deferred amount in the manner specified and shall retain the right to approve or disapprove investment requests made by the Participant at the time of enrollment or at the time of change in enrollment.

- 4.3 Amendment of Investment Preference. The Participant may amend his/her statement of investment preference by filing with the Employer a signed amendment or by other means such as telephone transfers, etc. which are approved by the Administrator and in good processable order. Such amendment(s) will, unless specifically stated otherwise, apply only to future and/or past amounts deferred under the Plan.
- 4.4 Investment Disclaimer. Any action by the Employer in investing funds, or approving any such investment of funds, shall not be considered to be either an endorsement or a guarantee of any investment; nor shall it be considered to attest to the financial soundness or the suitability of any investment for the purpose of meeting future obligations as provided under the distribution guidelines given below.
- 4.5 Statement of Account. The Employer will issue Statements of Account periodically to reflect the actual contributions, unit values net of expenses, earnings, gains, and losses posted to the Participation Account.

SECTION 5

Distributions

Code Section 457 and the applicable regulations determine the Participant's eligibility for distributions and payout options available.

5.1 Eligibility for Distribution. With one exception ("Unforeseeable Emergency" as defined in Section 2 (2.22) and explained in Section 5 (5.7)) the start of distribution must await separation from service within the meaning of Code Sections 1.457-2 (h) (2) & (3) of the Income Tax Regulations. Such separation includes:

- (a) termination of employment (before retirement) to join another Employer or otherwise;
- (b) retirement under the present Employer's retirement plan;
- (c) death of the Participant; or
- (d) the Participant attaining age 70 1/2 while still employed with the Employer in which event distribution may take place.

5.2 Deferral of Distribution. Once a Participant becomes eligible, as defined above, the Employer shall notify its Plan Administrator of all such Participants who separate service in a timely manner. Once notified, the Administrator will advise all Participants within 60 days of their option to defer the withdrawal of monies from their account. The Participant then has a period of up until April 1 following the calendar year in which separation of service occurs, during which time the Participant may decide to defer the beginning of part or all of his/her distribution. Such deferral must be until a determined and irrevocable future date, but not later than April 1 of the calendar year following the attainment of age 70 1/2. The applicable irrevocable deferral of distribution form must be signed by April 1st of the calendar year following separation; and filed with the Employer.

If the Participant does not sign an irrevocable deferral of distribution form to defer receipt of payments before the expiry of the April 1 date above, distributions of his/her account value, as a decision by default, shall be made to the Participant under Option 5 over a 10 year period. If the account is valued at _____ or less, a lump sum payment will be made.

5.3 Latest Starting Date for Distribution (Deferred or Otherwise).

In any event, the latest date by which distribution must start is April 1 following the calendar year in which the participant attains age 70 1/2, unless the Participant is still working for this Employer on that date. In such event, distribution must start by April 1 of the calendar year following retirement.

5.4 Maximum Duration of Distribution & Minimum Amount (Each Distribution).

Distribution is allowed to last no longer than the Participant's actual lifetime or the actual lifetime of the spouse of the Participant. A non-spousal Beneficiary's maximum payout period is 15 years. A guaranteed lifetime distribution may be achieved through one of the life annuities described in Section 5 (5.5).

Alternatively or in addition to the lifetime option described above, the Participant's account value may be distributed over a predetermined Fixed Period Annuity (Option 5) or under any other available payout arrangement which satisfies IRC requirements if available, (as described in Section 5 (5.5 A) below). Such period must be no longer than the period equal to the Participant's allowable life expectancy, as defined, on the date the distribution starts. If the Participant outlives the fixed period chosen, no further payments are made beyond the end of that period.

Each distribution must also follow the Minimum Distribution Requirements (MDR) of Sections 401 (a)(9) and 457 (d) and the regulations thereunder as they may be amended from time to time. There is a substantial penalty (Federal excise tax) for not satisfying these requirements.

Each of the annuity distribution options are summarized below, together with the other available distribution options.

- 5.5 Distribution Options Available to Participant (Starting Before Death). The full amount credited to the Participation Account (including earnings and net gain or loss), less any Federal or State income tax or State premium tax, shall be distributed as instructed by the Participant by exercising any one or combination of the following options:

A. Annuity Options

Annuity Option 1 - Life Annuity - An annuity payable during the lifetime of the Participant, regardless of how long the Participant may live (but with no provision for any payment to a Beneficiary).

Annuity Option 2 - Life Annuity With Period Certain Guaranteed -

An annuity payable during the lifetime of the Participant, with the guarantee that if at the Participant's death payments have not been made for the guaranteed period as elected, payments will continue to the Beneficiary for the remainder of the guaranteed period.

The guaranteed period to be elected must be either ten (10) years, or fifteen (15) years, if the Beneficiary is not a spousal Beneficiary. For a spousal Beneficiary, the guaranteed period to be elected may be either ten (10) years, fifteen (15) years, or twenty (20) years, but may not exceed the allowable life expectancy.

Annuity Option 3 - Refund Life Annuity - An annuity payable during the lifetime of the Participant, with a provision for payment to a Beneficiary if the sum of the annuity payments made to the Participant at the time of the Participant's death are less than the Participant's original account value used to implement the annuity. If that sum is less, the difference will be paid in one amount to the Beneficiary.

Annuity Option 4 - Joint & Survivor Annuity - An annuity payable for a minimum of ten (10) years certain during the lifetime of the Participant and then 100% of the benefit on death of the Participant to the Joint Annuitant selected by the Participant at the inception of the annuity. If a 50% or 2/3rd benefit is payable to the beneficiary no period certain is applicable.

Annuity Option 5 - Payments For a Specified Period - An annuity payable "in substantially non-increasing installments" during a specified period chosen by the Participant from three (3) to thirty (30) years, but not in excess of the Participant's allowable life expectancy.

B. Lump Sum Or Partial Payment Option

A single payment for the full or partial account value, less any Investment Contract charges (if applicable) and Federal or State income taxes.

C. Systematic Withdrawal Option (SWO)

The Participant selects the amount of income he/she desires to receive and the account remains as an active account with all applicable features. The Participant selects the amount of income desired subject to certain limitations.

5.6 Distribution Options in Event of Participant's Death. In the event of the Participant's death before full liquidation of the Participant's Account the full account value or any remaining benefits payable, less any required Federal or State income taxes shall be distributed in accordance with the following requirements:

(a) Where Distribution Has Started Prior To Death

If distribution begins prior to the death of the Participant the balance of the Participant's Account or the outstanding benefits payable shall be paid to the Beneficiary in accordance with the terms of the payment option selected by the Participant. Under IRS Regulations, such payment schedule must effect distribution of the remaining value or benefits at least as rapidly as under the method of payment used before the Participant's death.

(b) Where Distribution Has Not Started Prior To Death

If distribution did not begin prior to the death of the Participant, a spousal Beneficiary may irrevocably defer distribution (until no later than April 1 following the year in which the deceased Participant would have attained age 70 1/2) by signing the applicable irrevocable deferral of distribution form within 60 days following the calendar year of the Participant's death. Such spousal Beneficiary may exercise any one of Annuity Options 1, 2, 3, or 5 under Section 5 (5.5 A) above within his/her allowable single life expectancy, or exercise the Lump Sum or Partial Payment Options under Section 5 (5.5 B) above.

A non-spousal Beneficiary may take distribution over a period not exceeding 15 years; and such distribution must begin not later than December 31st of the calendar year after the date of the Participant's death.

If either Beneficiary above fails to make an election within the designated time, payments will start by default (at the expiry of the time available for making such election) under Annuity Option 5 over a 10 year period. If the account is valued at _____ or less, a lump sum payment will be made.

5.7 Emergency Distribution. Notwithstanding any other provisions of this Plan, a Participant may apply for a withdrawal of funds from the Plan under certain emergency conditions. The Employer will evaluate the request for conformity with its interpretation of the applicable IRS Regulations.

The Participant must satisfy the Employer that all of the following conditions are met before the Employer may authorize any emergency withdrawal:

- (a) Major unexpected and unreimbursable expenses exist that were not foreseeable and are beyond the Participant's control;
- (b) The unforeseeable emergency event involves the Participant, his/her spouse or any dependent who qualifies.
- (c) The financial burden created by the emergency must be the legal obligation of the Participant;
- (d) All other financial sources, such as insurance payments and attempts to obtain loans have been exhausted;
- (e) All assets must be liquidated except where liquidation would itself cause a severe financial hardship;
- (f) The amount of the requested withdrawal is limited to the amount necessary to meet the financial emergency only; and
- (g) Great financial hardship will occur if the withdrawal is not permitted.

Examples of hardship circumstances include major property loss and catastrophic illness of the Participant's spouse or dependents.

Withdrawals are not authorized for expenses related to the death or illness of a family member. Nor are withdrawals permitted for budgetable expenses such as an automobile, college costs, down payment on a home, or expenses relative to divorce proceedings.

Any remaining benefits shall be paid upon retirement, termination of employment, or death in accordance with Section 5.

The decision of the Employer concerning Emergency Distribution shall be final.

SECTION 6

Beneficiary

- 6.1 Designation. Each Participant has the right, by written notice filed with the Employer, to designate one or more primary and/or contingent Beneficiaries to receive any benefits payable under this Plan in the event of the Participant's death prior to the complete distribution of benefits. The Participant accepts and acknowledges that he has the burden for executing and filing, with the Employer, a proper Beneficiary designation form.

The form for this purpose shall be provided by the Administrator. It is not binding on the Employer until it is signed, filed with the Employer by the Participant, and accepted by the Employer.

If no estate executor or administrator is appointed and qualified within one hundred twenty (120) days after the Participant's death, the payment will be made first, to a surviving spouse; second, to a surviving child or children; and third, to a surviving parent or parents.

If no Beneficiary described above survives the Participant, the Beneficiary shall be the estate.

SECTION 7

Non-Assignability

Neither the Participant nor the Participant's Beneficiary, nor any other designee, shall have any right to commute, sell, assign, pledge, hypothecate, transfer, or otherwise convey the right to receive any payments hereunder, which payments and right thereto are expressly declared to be non-assignable and non-transferable.

Except to the extent otherwise provided by law, no payments shall be subject to attachment, garnishment or execution, or be transferable in the event of bankruptcy or insolvency.

SECTION 8

Plan Transfers

Code Section 457 and the applicable regulations permit transfers of Plan interests when the Participant changes Employers.

8.1 Transfers In. The full value of a Participant's Account may be accepted from another Eligible Deferred Compensation Plan maintained by the prior Employer and credited to the Participant's Account under this Plan, if:

- (a) The Participant has separated from service with the prior Employer and become an Employee.
- (b) The prior Employer's Plan provides that such transfer can be made.

As it deems necessary, the new Employer may require such documentation from the predecessor Plan to effect the transfer, to confirm that such Plan is an Eligible Deferred Compensation Plan within the meaning of Code Section 457 and to assure that transfers are provided for under such Plan.

The new Employer may refuse to accept a transfer in the form of assets other than cash, unless the new Employer agrees to hold such other assets under the Plan.

Any amounts transferred that had been deferred during prior calendar years will not be subject to current calendar year deferral limitations.

8.2 Transfers Out. The full value of a Participant's Account may be transferred to another Eligible Deferred Compensation Plan maintained by another Employer, if:

- (a) The Participant has separated from service with the prior Employer and become an Employee of a new Employer;
- (b) The new Employer's Plan provides that such transfer will be accepted; and
- (c) The Participant and the prior Employer have signed such agreements as are necessary to assure that the prior Employer's liability to pay benefits to the Participant have been discharged and assumed by the new Employer.

As it deems necessary, the prior Employer may require documentation from the new Employer's Plan to effect the transfer, to confirm that such Plan is an Eligible Deferred Compensation Plan within the meaning of Code Section 457 and to assure that transfers are provided for under such Plan. Plan transfers shall be made only under circumstances as are permitted under Code Section 457 and the applicable regulations.

SECTION 9

Administration and Recordkeeping

- 9.1 Administration by Employer. This Plan shall be administered by the Employer, which shall prescribe all forms, and adopt rules and regulations necessary to carry out the purposes of the Plan. The Employer may employ investment counsel to provide advice concerning categories of investment, investment guidelines and investment policy, provided however, that the advice or recommendations of any such investment counsel shall not be binding on the Employer, which shall make the final determination concerning investment categories, investment guidelines and policies.

The Employer may contract with a financially responsible independent contractor to administer and coordinate the Plan under the direction of the Employer. Notwithstanding any other provisions to the contrary, the Administrator (as, defined in Section 2 (2.1)) or independent contractor agrees that it shall be solely responsible to the Employer for any and all services performed by a subcontractor, assignee, or designee under this agreement.

9.2 Deferred Compensation Committee. The Deferred Compensation Committee shall mean the persons appointed by the Employer, designated by ordinance, statute, etc. to administer and govern the operation of the Plan.

(a) Chair

The Committee Chair shall furnish to the Plan Administrator names and specimen signatures. As members are replaced and appointed, such changes shall be furnished to the Plan Administrator in the same manner.

(b) Responsibilities

The Committee is authorized and directed by the Employer to conduct all negotiations and to submit and execute all documents, agreements, and amendments, subject to form and legality and to perform related actions which may be necessary for the completion and maintenance of such an agreement with the Plan Administrator.

(c) **Delegation of Responsibilities**

The Committee may appoint such agents, advisers, counsel and delegates as it deems necessary and appropriate for the administration and operation of this Plan, and delegate to such appointees any of its discretionary and ministerial powers and duties in accordance with Section 9 (9.2) and to the extent no fiduciary duty under law has been breached.

(d) **Authority**

The Committee shall have all powers to perform duties necessary to exercise its functions including, but not limited to:

- (1) Recommending rules and regulations for the administration of the Plan;
- (2) Determining Employees' eligibility, participation and benefits under the Plan;
- (3) Directing the Employer (or the Plan Administrator) to disburse benefits; and
- (4) Selecting and reviewing any investment option or potential investment option.

- 9.3 Administrative Costs. The Employer shall determine, in a fair and equitable manner the administrative costs associated with the withholding of Deferred Compensation amounts pursuant to this Plan, or in implementing the Plan. The Employer may withhold or collect, or have withheld or collected, such costs, in a manner which the Employer deems equitable from the Compensation deferred or its income earned pursuant to the Plan. The Administrator will remit or direct the remission of appropriate amounts so withheld or collected to the Employer.

SECTION 10

Amendments

- 10.1 Right to Amend, Modify and Terminate. The Employer may at any time modify or terminate the Plan by notifying Participants of such action. The Employer shall not have the right to reduce or affect the value of any Participation Account or any rights accrued under the Plan prior to modification or termination.

10.2 Conformation. The Employer shall amend and interpret the Plan to the extent necessary to conform to the requirements of Code Section 457 and any other applicable law, regulation or ruling, including amendments that are retroactive. In the event the Plan is deemed by the Internal Revenue Service to be administered in a manner inconsistent with Code Section 457, the Employer shall correct such inconsistency within the period provided in Code Section 457(b).

10.3 Plan Termination. In the event of the termination of the Plan, distribution of benefits shall be made to Participants and Beneficiaries pursuant to the distribution guidelines in Section 5 or the Transfer Provisions of Section 8.

SECTION 11

Employer Asset

11.1 Ownership of Deferred Amounts. As prescribed by the Code, the Employer shall at all times be the legal and beneficial owner of all Plan assets during both the accumulation and payout periods until actually distributed to the Participant or Beneficiary. The obligation of the Employer to make payments pursuant to this Plan is contractual only and no Participant or Beneficiary shall have a preferred claim or lien on or to the assets of this investment fund but shall have only the right to receive the benefits payable under the Plan.

The existence of the Plan shall not be deemed to create a trust or limit use by the Employer of the funds therein for general purposes. Such Plan assets shall remain subject to the claims of the Employer's general creditors.

It is a condition of the Plan, that each Participant by participating expressly agrees to look solely to the general assets of the Employer for the payment of any Plan benefit to which the Participant is entitled.

SECTION 12

Miscellaneous

- 12.1 Retirement System Integration. Benefits payable by, and deductions for Employee contributions to, any retirement system of the Employer shall be computed without reference to amounts deferred pursuant to this Plan.
- 12.2 Employment. Neither the establishment of the Plan nor any modification thereof, nor the establishment of any account, nor the payment of any benefits, shall be construed as giving to any Participant or other person any legal or equitable right against the Employer except as herein provided; and, in no event, shall the terms of employment of any Employee be modified or in any way affected hereby.
- 12.3 Successors and Assigns. The Plan shall be binding upon and shall inure to the benefit of the Employer and the Employer's successors and assigns, all Participants and Beneficiaries and their heirs and legal representatives.

- 12.4 Written Notice. Any notice or other communication required or permitted under the Plan shall be in writing, and if directed to the Employer shall be sent to the designated office of the Employer, and, if directed to a Participant or to a Beneficiary, shall be sent to such Participant or Beneficiary at his/her last known address as it appears on the Employer's record.
- 12.5 Total Agreement. This Plan Document and the Participation Agreement, and any subsequently adopted amendment(s) thereof, shall constitute the total agreement or contract between the Employer and the Participant regarding the Plan. No oral statement regarding the Plan may be relied upon by the Participant.
- 12.6 Controlling Law. This Plan is created and shall be construed, administered and interpreted in accordance with Section 457 of the Code and the regulations thereunder and under the laws of the State of domicile of the Employer as the same shall be at the time any dispute or issue is raised. If any portion of this Plan is held illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder shall be unaffected.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Employer has executed this Plan Document
this _____ day of _____, 19____.

City of Lodi
(Employer's Name)

by _____
(Please Print)

(Signature)

its _____
(Title)

Witness

(Please Print)

(Signature)

(Title)

ATTACHMENT A - DEFINITION OF ELIGIBILITY OF EMPLOYEE TO PARTICIPATE IN PLAN.

☐ Full Time Employee

☐ Permanent Part Time Employee

☐ Part Time Employee

☐ Independent Contractor

☐ Other (describe)
